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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/595,568	04/27/2006	Bo Larsson	PS03 0291WO1	2847
58561 7590 10/16/2008 HARRITY & HARRITY, LLP 11350 RANDOM HILLS ROAD SUITE 600 FAIRFAX, VA 22030				
EXAMINER				
SQUIRES, BRETT S				
ART UNIT		PAPER NUMBER		
2431				
MAIL DATE		DELIVERY MODE		
10/16/2008		PAPER		

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

# Office Action Summary

**Application No.**

10/595,568

**Applicant(s)**

LARSSON ET AL.

**Examiner**

BRETT SQUIRES

**Art Unit**

2431

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 27 April 2006.  
2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.  
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 20-38 is/are pending in the application.  
4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.  
5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.  
6) ☒ Claim(s) 20-38 is/are rejected.  
7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.  
8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☒ The specification is objected to by the Examiner.  
10) ☒ The drawing(s) filed on 27 April 2006 is/are: a) ☐ accepted or b) ☒ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☒ All b) ☐ Some \* c) ☐ None of:  
1. ☒ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)  
2) ☐ Notice of Draftperson's Patent Drawing Review (PTO-948)  
3) ☒ Information Disclosure Statement(s) (PTO-8508)  
Paper No(s)/Mail Date 04/27/06  
4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_  
5) ☐ Notice of Informal Patent Application  
6) ☐ Other: \_\_\_\_\_

***Drawings***

1. The drawings are objected to because text labels are necessary for the applicant's drawings to be understood. Figures 1-4 contain rectangular boxes whose meanings are unclear instead of conventional drawing symbols whose meanings are readily apparent, such as the circuit elements that represent resistors, capacitors, or inductors. Accordingly, the rectangular boxes should have text labels for clarification purposes.

Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. The figure or figure number of an amended drawing should not be labeled as "amended." If a drawing figure is to be canceled, the appropriate figure must be removed from the replacement sheet, and where necessary, the remaining figures must be renumbered and appropriate changes made to the brief description of the several views of the drawings for consistency. Additional replacement sheets may be necessary to show the renumbering of the remaining figures. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

2. The drawings are objected to as failing to comply with 37 CFR 1.84(p)(5) because they include the following reference character(s) not mentioned in the description: Figure 4 reference numbers 35, 36, Figure 5 reference numbers 44, 46, 48, 49, 50, 52, 54, 56, 58, and further there is no mention of Figure 5 in specification. Corrected drawing sheets in compliance with 37 CFR 1.121(d), or amendment to the specification to add the reference character(s) in the description in compliance with 37 CFR 1.121(b) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

3. The drawings are objected to as failing to comply with 37 CFR 1.84(p)(5) because they do not include the following reference sign(s) mentioned in the description: reference number 43 referring to "a constraint" see page 7 line 29. Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either

"Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

4. The drawings are objected to because Figure 5 is incomplete. Figure 5 shows empty text boxes for reciting method steps having reference numbers 56 and 58. Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. The figure or figure number of an amended drawing should not be labeled as "amended." If a drawing figure is to be canceled, the appropriate figure must be removed from the replacement sheet, and where necessary, the remaining figures must be renumbered and appropriate changes made to the brief description of the several views of the drawings for consistency. Additional replacement sheets may be necessary to show the renumbering of the remaining figures. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

***Specification***

5. The disclosure is objected to because of the following informalities: the "Background of the Invention" section header is missing from the specification. Please see MPEP 608.01(a). Appropriate correction is required.

***Claim Objections***

6. Claims 30 and 31 are objected to because of the following informalities: claim 30 recites "a constraint," on page 4 line 11 of the preliminary amendment filed April 27, 2006 and claim 30 depends from independent claim 29 which recites "a constraint," on page 4 line 5 of the preliminary amendment filed April 27, 2006 it is unclear whether the recited claim limitations are intended to refer to the same constraint. Claim 31 recites "a constraint," on page 4 line 15 of the preliminary amendment filed April 27, 2006 and claim 31 depends from independent claim 29 which recites "a constraint," on page 4 line 5 of the preliminary amendment filed April 27, 2006 it is unclear whether the recited claim limitations are intended to refer to the same constraint. Appropriate correction is required.

***Claim Rejections - 35 USC § 101***

7. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claim 37 is rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. Claim 37 recites "computer program product for providing information about digital rights management features," this recitation is functional descriptive material and does not fall into at least one of the four statutory classes defined by 35 U.S.C. 101. The recitation of the intended use of the computer program product "in relation to an electronic communication device comprising a computer readable medium," does not require the computer program product to be encoded on a computer-readable medium. A computer program, such as the recited control program product, only imparts functionality when employed as a computer component, such as when a computer program is recorded on a computer readable medium. If a claim covers material not found in any of those four categories, then the claim falls outside the plainly expressed scope of 35 U.S.C. 101, even if the subject matter is otherwise new and useful. *See In re Nuijten 84 USPQ2d 1495 (Fed. Cir. 2007)*

Claim 38 is rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. Claim 38 recites "computer program product for generating rights objects," this recitation is functional descriptive material and does not fall into at least one of the four statutory classes defined by 35 U.S.C. 101. A computer program, such as the recited control program product, only imparts functionality when employed as a computer component, such as when a computer program is recorded on a computer readable medium. If a claim covers material not found in any of those four categories, then the claim falls outside the plainly expressed

scope of 35 U.S.C. 101, even if the subject matter is otherwise new and useful. *See In re Nuijten 84 USPQ2d 1495 (Fed. Cir. 2007)*

***Claim Rejections - 35 USC § 102***

8. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

9. Claims 20-38 are rejected under 35 U.S.C. 102(e) as being anticipated by Tuoriniemi et al. (US 7,191,343).

Regarding Claim 20:

Tuoriniemi discloses a content providing device ("Network Infrastructure" and "Content Provider" See fig. 1 ref. nos. 11, 13 and col. 3 lines 15-35) providing downloadable content for an intended user of a particular communication device ("Wireless Phone" See fig. 1 ref. nos. 12 and 14), providing information about digital rights management the digital rights management including a rights object ("Rights Expression Voucher" See col. 1 lines 11-23 and lines 56-67), providing a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining in what way the particular user is allowed to use the content related to the information about digital rights management,



binding the content to the user based on information in the constraint or binding automatically based on the information about digital rights management ("The mobile phone, device, or terminal has a voucher driven on-device content personalization module for personalizing the content based on information contained in a rights expression voucher that accompanies the content." See col. 1 lines 39-55), and storing the content under control of the digital rights management control information such that the content is bound to the intended user in the particular communication device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

Regarding Claim 21:

Tuoriniemi discloses providing the constraint to be treated and enforced as an integrated part of the digital rights management information ("The most typical implementation of the content personalization module would be as part of a Digital Rights Management engine." See col. 4 lines 11-15).

Regarding Claim 22:

Tuoriniemi discloses the constraint is bound in the content providing device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

Regarding Claim 23:

Tuoriniemi discloses the constraint is bound automatically in the particular communication device ("When the device receives content with this kind of rights expression voucher, it starts personalization operation according to personalization information." See col. 1 lines 60-62).

Regarding Claim 24:

Tuoriniemi discloses the rights object is bound to a personal identification module when the rights object arrives in the particular communications device ("The rights expression voucher may use a SIM or any other type of smart card or external, terminal connected module, IMEI, some terminal hardware function, the rights expression voucher itself, a terminal secret key, an application specific circuit, a hardware identifier, or any other fixed value from the device." See col. 2 lines 13-20).

Regarding Claim 25:

Tuoriniemi discloses the rights object is always bound to a Subscriber Identification Module ("The rights expression voucher may use a SIM or any other type of smart card or external, terminal connected module, IMEI, some terminal hardware function, the rights expression voucher itself, a terminal secret key, an application specific circuit, a hardware identifier, or any other fixed value from the device." See col. 2 lines 13-20).

Regarding Claim 26:

Tuoriniemi discloses in a content providing unit ("Network Infrastructure" and "Content Provider" See fig. 1 ref. nos. 11, 13 and col. 3 lines 15-35) receiving a request for content ("The examiner respectfully points out that the content is downloaded by a

particular wireless phone as opposed to being broadcast to all wireless phones." See col. lines 15-26, generating a rights object ("Rights Expression Voucher" See col. 1 lines 11-23 and lines 56-67) for the content, said rights object having a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining in what way a particular user is allowed to use the content related to information about digital rights management, and binding the content to the user based on information in the constraint such that the content providing unit ensures that the content is stored under control of the information about digital rights management ("The rights expression voucher contains information that controls the content personalization by the device." See col. 3 lines 26-30) and bound to the particular user in a particular communication device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

Regarding Claims 27-28:

Tuoriniemi discloses the rights object is bound to any fixed value from the wireless phone ("The International Mobile Subscriber Identity is a unique number associated with all GSM and UMTS network wireless phone users and is stored in the SIM inside the wireless phone and thus is a fixed value stored in the wireless phone." See col. 2 lines 13-20).

Regarding Claim 29:

Tuoriniemi discloses an electronic communication device having a digital rights management control unit ("Digital Rights Management engine including a content

personalization module" See col. 3 lines 43-67 and col. 4 lines 1-15) arranged to provide a digital rights management information associated with the particular communication device ("In a known Digital Rights Management system there is voucher that expresses usage rights of the content. The voucher gives right for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15), a media content store ("The examiner respectfully points out that the wireless phone inherently has a memory device for storing the downloaded content." See col. 1 lines 24-35 and col. 3 lines 22-26) arrange to store the content under control of the digital rights management control information to bind the content to the particular user in the particular communication device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39), an application unit ("Display module," "Audio Module," "Microphone Module," and "Keyboard Module," See fig. 2 ref. nos. 15d, 15e, 15f, and 15h) connected to the media content store to enable the particular user of the particular communication device to use the content, wherein the digital rights management control unit is arranged to use a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining in what way the particular user is allowed to use the content related to the digital rights management information that is bound to the content.

Regarding Claim 30:

Tuoriniemi discloses the digital rights management control unit is arranged to use a constraint that has been bound to a rights object in the content providing unit ("The

personalization of the content is based on information contained in a rights expression voucher that accompanies the content downloaded from content provider. See col 3 lines 15-28).

Regarding Claim 31:

Tuoriniemi discloses the digital rights management control unit is arranged to use a constraint that has been automatically bound to a rights object in the particular communication device ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15).

Regarding Claim 32:

Tuoriniemi discloses the rights object is arranged to be bound to the Subscriber Identification Module even if not indicated by the constraint ("The rights expression voucher has a field that provides information about how the content is to be bound to the device, this field is separate from the portion of the rights expression voucher that provides usage rights." See col. 2 lines 21-40).

Regarding Claims 33-34:

Tuoriniemi discloses the particular communication device is a mobile phone ("Wireless Phone" See fig. 1 ref. nos. 12 and 14).

Regarding Claims 35 and 38:

Tuoriniemi discloses a content providing device ("Network Infrastructure" and "Content Provider" See fig. 1 ref. nos. 11, 13 and col. 3 lines 15-35) arranged to receive a request for content ("The examiner respectfully points out that the content is downloaded by a particular wireless phone as opposed to being broadcast to all

wireless phones." See col. lines 15-26) from a particular electronic communication device ("Wireless Phone" See fig. 1 ref. nos. 12 and 14), and generate a rights object for the content ("Rights Expression Voucher" See col. 1 lines 11-23 and lines 56-67), said rights object having a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining in what way a particular user is allowed to use the content related to digital rights management control information such that the content provider can ensure that the content is stored under control of the digital rights management control information ("The rights expression voucher contains information that controls the content personalization by the device." See col. 3 lines 26-30) and bound to the particular user in a particular communication device device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

Regarding Claim 36:

Tuoriniemi discloses a system having an electronic communication device ("Wireless Phone" See fig. 1 ref. nos. 12 and 14) for communication with a content providing unit ("Network Infrastructure" and "Content Provider" See fig. 1 ref. nos. 11, 13 and col. 3 lines 15-35), the electronic communication device having a digital rights management control unit ("Digital Rights Management engine including a content personalization module" See col. 3 lines 43-67 and col. 4 lines 1-15) arranged to provide a digital rights management scheme associated with the electronic communications device, a media content store("The examiner respectfully points out

that the wireless phone inherently has a memory device for storing the downloaded content." See col. 1 lines 24-35 and col. 3 lines 22-26), and an application unit ("Display module," "Audio Module," "Microphone Module," and "Keyboard Module," See fig. 2 ref. nos. 15d, 15e, 15f, and 15h) connected to the media content store to enable a user of the electronic communication device to use content that has been downloaded to the media content store, wherein the digital rights management control unit is arranged to use a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining a manner which the user is allowed to use the content, a content providing device ("Network Infrastructure" and "Content Provider" See fig. 1 ref. nos. 11, 13 and col. 3 lines 15-35) for generating rights objects to electronic communication devices and arranged to receive a request for content from electronic communications device, generate a rights object for the content ("The personalization of the content is based on information contained in a rights expression voucher that accompanies the content." See col. 3 lines 26-28), said rights object having the constraint such that the content provider can ensure that the content is stored under control of the digital rights management scheme and bound to the user in the electronic device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

Regarding Claim 37:

Tuoriniemi discloses a method for transmitting a request for content to a content providing device ("The examiner respectfully points out that the content is downloaded

by a particular wireless phone as opposed to being broadcast to all wireless phones." See col. lines 15-26), and receiving a rights object for the content ("The personalization of the content is based on information contained in a rights expression voucher that accompanies the content." See col. 3 lines 26-28), said rights object having a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining in what way a particular user is allowed to use the content related to information about digital rights management such that the content providing device can ensure that the content is stored under control of digital rights management control information ("The rights expression voucher contains information that controls the content personalization by the device." See col. 3 lines 26-30) and bound to the particular user in the electronic communication device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

### ***Conclusion***

10. Any inquiry concerning this communication or earlier communications from the examiner should be directed to BRETT SQUIRES whose telephone number is (571) 272-8021. The examiner can normally be reached on 9:30am - 6:00pm Monday - Friday.



If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Ayaz Sheikh can be reached on (571) 272-3795. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/BS/

/Christopher A. Revak/  
Primary Examiner, Art Unit 2431